

MINUTES OF THE MEETING  
INDIANA HEALTH AND EDUCATIONAL FACILITY FINANCING AUTHORITY

December 13, 2006

**MEMBERS PRESENT:** Scott Tittle; Ryan Kitchell; Lance Rhodes; Bill Lister

**ALSO PRESENT:** Brenda Horn, Kristin McClellan, Todd Ponder, Ice Miller; Bob Kocher, Terri Hawkins, Bank of New York; John Meade, Hall Render; Keri Trolson, Piper Jaffray; Randy Ruhl, City Securities Corp.; Bill Elliott, RBC Capital; Mike Bradshaw, University of Indianapolis; Jenni Alvey; Cindy Pierson; and Dan Kramer.

Mr. Kitchell welcomed those in attendance, recognized the presence of a quorum and called the meeting to order at 11:00 a.m. on December 13, 2006, in Suite 900, One North Capitol Avenue, Indianapolis, Indiana, pursuant to notice thereof.

Mr. Kitchell asked for approval of the Minutes of the November 15, 2006, meeting of the Indiana Health and Educational Facility Financing Authority. Thereupon, upon motion made by Mr. Rhodes and seconded by Mr. Lister, it was unanimously:

**RESOLVED**, the Minutes of the November 15, 2006, meeting of the Indiana Health and Educational Facility Financing Authority are hereby approved and the Executive Director is instructed to execute same and to place same in the Minute Book as the Minutes of the November 15, 2006, Meeting of the Indiana Health and Educational Facility Financing Authority.

EXECUTIVE DIRECTOR'S REPORT

A copy of the Executive Director's Report is attached hereto as Exhibit A.

The Executive Director began by telling members that the Resolution for Floyd Memorial Hospital and Health Services for an amount not to exceed \$15,000,000. The purpose of this financing is for the renovation of approximately 61,000 square feet to expand services in the areas of medical/surgical unit, pediatric unit, obstetrics unit, and nursing units.

Thereupon, upon motion made by Mr. Lister and seconded by Mr. Tittle, it was unanimously:

**RESOLVED**, the resolution authorizing the issuance of one or more series of the Indiana Health and Educational Facility Financing Authority Revenue Bonds (Floyd Memorial Hospital and Health Services), Series 2006 in a principal amount not to exceed fifteen million dollars and approving and authorizing other actions in respect thereto be and is hereby approved.

A copy of the resolution is attached hereto as Exhibit B.

The Executive Director continued with the next item on the agenda, the Resolution for University of Indianapolis for an amount not to exceed \$12,250,000. The purpose of this financing is to refund portions of the University's outstanding Series 1999 Revenue Bonds and pay for bond costs of issuance.

Thereupon, upon motion made by Mr. Lister and seconded by Mr. Rhodes, it was unanimously:

**RESOLVED**, the resolution authorizing the issuance of a series of the Indiana Health and Educational Facility Financing Authority Educational Facilities Revenue Refunding Bonds, Series 2007 (University of Indianapolis Project) in a principal amount not to exceed twelve million two hundred fifty thousand dollars and approving and authorizing other actions in respect thereto be and is hereby approved.

A copy of the resolution is attached hereto as Exhibit C.

The Executive Director continued with the next item on the agenda, an Oral Resolution that approves a new fee schedule and procedures for the health and educational bond projects.

Thereupon, upon motion made by Mr. Rhodes and seconded by Mr. Lister, it was passed unanimously.

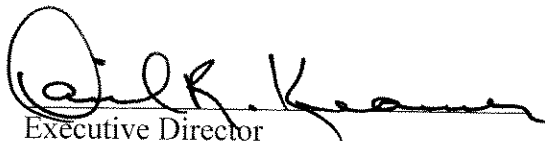
A copy of the fee schedule and procedures are attached hereto as Exhibit D.

The Executive Director finished his report by directing members to the Indiana Health and Educational Facilities Financing Authority's November expense report and December Cash & Investment Report.

The Executive Director concluded his report.

There being no further business, the meeting was adjourned.

Respectfully submitted,

  
Executive Director

**EXHIBIT A**

**INDIANA HEALTH AND EDUCATIONAL FACILITY  
FINANCING AUTHORITY**

ONE NORTH CAPITOL AVE., SUITE 900  
INDIANAPOLIS, INDIANA 46204  
(317) 233-4335      FAX: (317) 232-6786

**REPORT BY**

**DANIEL KRAMER, EXECUTIVE DIRECTOR**

**December 13, 2006**

**Activities for the period November 16, 2006, through December 13, 2006, are as follows:**

**I. Special Projects in Various Stages of Development:**

<b>1. Ascension Health Senior Credit Group - CLOSED</b>	<b>\$562,920,000</b>
2. Community Hospital of LaGrange County, Inc.	\$26,750,000
3. Floyd Memorial Hospital and Health Services	\$15,000,000
4. University of Indianapolis	\$12,250,000

**II. 1985 A Variable Rate Pool Activity**

1. New Applications: Johnson Memorial Hospital	\$6,000,000
2. Pending Applications: None	
3. Approvals: None	

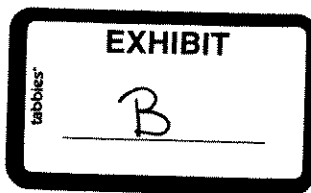
**III. Comments**

1. The Ascension Health Senior Credit Group Project (\$562,920,000) closed on November 16 and December 1.
2. Included in Authority Members' folders is an application and resolution for the University of Indianapolis (U of I) transaction in an amount not to exceed \$12,250,000. Todd Ponder, Ice Miller, Bond Counsel, and Michael Braughton, VP for Business and Finance, U of I, are here to discuss the resolution.
3. Included in Authority Members' folders is a (final) resolution for the Floyd Memorial Hospital and Health Services Project transaction in an amount not to exceed \$15,000,000. Brenda Horn, Ice Miller, Bond Counsel, and Ralph Mercuri, CFO, Floyd Memorial Hospital, are here to discuss the resolution.

4. Included in Authority Members' folders are a **BOND PROGRAM MATRIX** and a **TAX-EXEMPT BOND PROGRAM PROCEDURES** memo for you're approval.

Please consider an oral resolution approving the matrix and procedures.

5. Included in Authority Members' folders is the November, 2006, Expense Report.
6. Included in Authority Members' is the December, 2006, *Cash and Investments* Report.
7. Included in Authority Members' folders is the December, 2006, National Association of Higher Educational Facilities Authorities / National Council of Health Facilities Finance Authorities newsletter.



**RESOLUTION AUTHORIZING THE ISSUANCE OF THE  
INDIANA HEALTH AND EDUCATIONAL FACILITY FINANCING AUTHORITY  
ADJUSTABLE RATE HOSPITAL REVENUE BONDS, SERIES 2006  
(FLOYD MEMORIAL HOSPITAL AND HEALTH SERVICES PROJECT)  
IN A PRINCIPAL AMOUNT NOT TO EXCEED  
FIFTEEN MILLION DOLLARS,  
AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO**

**WHEREAS**, the Indiana General Assembly enacted Indiana Code 5-1-16, as amended (the "Act"), which created the Indiana Health and Educational Facility Financing Authority (the "Authority") which is empowered to issue bonds for the purpose of making loans to Participating Providers (as defined in the Act) for the financing, reimbursing or refinancing of all or any part of the cost of Health Facility Property (as defined in the Act); and

**WHEREAS**, The Board of Trustees of Floyd Memorial Hospital and Health Services (the "Borrower"), a Participating Provider within the meaning of the Act, has requested that the Authority issue one or more series of its Adjustable Rate Hospital Revenue Bonds (Floyd Memorial Hospital and Health Services Project) in an aggregate principal amount not to exceed \$15,000,000 (collectively, the "Bonds") and loan the proceeds of the Bonds to the Borrower for the purpose of (1) financing and reimbursing a portion of the cost of constructing, acquiring, renovating and equipping Health Facility Property within the meaning of the Act, (2) funding a debt service reserve fund, if any, and (3) paying certain costs of issuing the Bonds including Underwriter's discount and credit enhancement (collectively, the "Project"); and

**WHEREAS**, the Authority desires to issue the Bonds and loan the proceeds to the Borrower for purpose of financing the Project; and

**WHEREAS**, the Bonds shall be issued under an Indenture of Trust and Pledge (the "Bond Indenture") between the Authority and The Bank of New York Trust Company, N.A., as trustee (the "Bond Trustee"), which Bond Indenture provides that the Bonds shall be secured by a Note issued under the Master Trust Indenture (the "Master Indenture") between the Borrower and The Bank of New York Trust Company, N.A., (successor in interest to J.P. Morgan Trust Company, National Association), as Master Trustee (the "Master Trustee") and the rights of the Authority under the Loan Agreement between the Authority and the Borrower (the "Loan Agreement") shall evidence the loan of the proceeds of the Bonds from the Authority to the Borrower; and

**WHEREAS**, the Bonds will be sold pursuant to a Bond Purchase Agreement (the "Purchase Agreement") among the Authority, the Borrower and Piper Jaffray & Co., as representative of the underwriters, (the "Underwriter") at the direction of the Borrower; and

**WHEREAS**, the Underwriter will utilize an Official Statement (the "Official Statement") in connection with the marketing of the Bonds; and

**WHEREAS**, the Authority has determined, in accordance with IC § 5-1-16-9, it is in the best interest of the Authority to provide direction to the Borrower concerning the identity of

individuals who are authorized to bind the Authority to contractual commitments with the use of signature stamps; and

**WHEREAS**, the Authority desires to authorize its Chairman, Vice Chairman or Executive Director to take certain actions in preparation for marketing of the Bonds;

**NOW, THEREFORE, BE IT RESOLVED** by the members of the Authority that:

**Section 1.** Based solely on the application of the Borrower, the Authority hereby finds that the Project is necessary or helpful to provide, directly or indirectly, healthcare; medical research; habilitation, rehabilitation or therapeutic services; or any related supporting services; in Indiana and thus constitutes Health Facility Property within the meaning of the Act.

**Section 2.** Bonds in an aggregate principal amount not to exceed \$15,000,000 are hereby authorized to be issued under and pursuant to the Act and the proceeds thereof loaned to the Borrower for the purpose of financing the Project, as well as the other purposes described above, provided, that the appropriate actions are taken pursuant to the Act, the Internal Revenue Code of 1986, as amended, and applicable securities laws as may be required to implement the aforesaid financing and that all of the foregoing shall be mutually acceptable to the Authority and the Borrower.

**Section 3.** The forms of the Bonds, the Bond Indenture, the Loan Agreement and the Purchase Agreement (all collectively known as the "Bond Documents") and the Official Statement presented to the Authority are hereby approved and are incorporated herein by reference and shall be kept by the Executive Director of the Authority.

**Section 4.** The Authority shall issue the Bonds for the purposes set forth in Section 1 hereof, in an aggregate principal amount not to exceed \$15,000,000 at an underwriter's discount not to exceed two percent (2%) of the aggregate principal amount of the Bonds. The Bonds may bear tax-exempt interest at interest rates determined in accordance with the Bond Documents, and will be subject to the redemption terms described in the Bond Documents, as such Bond Documents shall be approved by the Chairman or Vice Chairman. The proceeds of the Bonds shall be loaned to the Borrower to be used as more particularly set out in the Bond Documents. The Bonds will be payable as to principal, premium, if any, and interest from the payments to be made by the Borrower under or as otherwise provided in the Bond Documents. The Bonds shall mature no later than thirty (30) years from the date of initial issuance, shall be in such fully registered form, shall be in such denominations and shall be payable at such places as are set forth in the Bond Indenture, as the Bond Indenture shall be approved by the Chairman or Vice Chairman.

**Section 5.** The issuance of the Bonds shall be contingent upon receipt of the approval of the Lt. Governor of the State of Indiana pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The Bonds shall not constitute a debt of the State of Indiana or any political subdivision thereof, within the meaning of the provisions of the constitution or statutes of Indiana, or a pledge of the faith and credit of the Authority or the State of Indiana or any such political subdivision.

**Section 6.** The Borrower will indemnify and hold the Authority, its members and the State of Indiana, including its officers, attorneys, employees and agents, free and harmless from any loss, claim, damage, tax, penalty, liability, disbursement, litigation expenses, attorneys' fees and expenses or court costs arising out of, or in any way relating to, the execution or performance of the Bond Documents or the Official Statement or any other documents in connection therewith or any other cause whatsoever pertaining to the Project or the Bonds, including the issuance and sale of the Bonds or failure to issue or sell the Bonds, actions taken under the Bond Documents or the Official Statement or any other cause whatsoever pertaining to the Project or the Bonds, all as further described in the Loan Agreement, except in any case as a result of the intentional misrepresentation or willful misconduct of the Authority.

**Section 7.** Either the Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute the Bonds and the Executive Director of the Authority is hereby authorized and directed to affix the seal of the Authority, which shall be attested by the manual or facsimile signature of the Executive Director. The signatures of the Chairman or Vice Chairman and the Executive Director of the Authority on the Bonds may be facsimile signatures affixed in accordance with Section 11 below. The Chairman or Vice Chairman of the Authority is hereby authorized and directed to deliver the Bonds to the Bond Trustee for appropriate authentication and the Bond Trustee may deliver such Bonds to or at the direction of the Underwriter upon receipt of an aggregate purchase price equal to the principal amount of the Bonds less underwriter's discount not to exceed two percent (2%) of the principal amount of the Bonds, subject to the approval of the Chairman or Vice Chairman as described in Section 4 hereof and the approval of the Lieutenant Governor of Indiana in accordance with Section 147(f) of the Code as described in Section 5 hereof.

**Section 8.** Either the Chairman or the Vice Chairman of the Authority is hereby authorized to execute (by manual or facsimile signatures affixed in accordance with Section 11 below) and deliver the Official Statement. The Authority hereby ratifies the distribution of the Official Statement by the Underwriter to the purchasers of the Bonds. The Official Statement shall be substantially in the form of the Official Statement now before this meeting and hereby approved, with such changes therein as shall be approved by the Chairman or Vice Chairman executing the same, with such execution to constitute conclusive evidence of the Chairman's or Vice Chairman's approval and the Authority's approval of any changes from or revisions to the form of the Official Statement now before this meeting.

**Section 9.** Either the Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute (by manual or facsimile signatures affixed in accordance with Section 11 below), and the Executive Director to attest such signature where appropriate (by manual or facsimile signatures affixed in accordance with Section 11 below), and deliver the Bond Indenture and the Loan Agreement and an endorsement and assignment of the Note, in substantially the forms presented to this meeting with such changes in form or substance as shall be approved by the Chairman or Vice Chairman of the Authority executing said documents, with such execution to constitute conclusive evidence of the Chairman's or Vice Chairman's approval and the Authority's approval of any changes from or revisions to the form of such documents now before this meeting. The Chairman, Vice Chairman or Executive Director of the Authority is hereby authorized and directed to execute (by manual or facsimile signatures affixed in accordance with Section 11 below) and deliver the Purchase Agreement, in substantially the

form presented to this meeting, with such changes in form or substance as shall be approved by the Chairman, Vice Chairman or Executive Director of the Authority executing the Purchase Agreement, with such execution to constitute conclusive evidence of the Chairman's, Vice Chairman's or Executive Director's approval and the Authority's approval of any changes from or revisions to the form of the Purchase Agreement now before this meeting.

**Section 10.** The Chairman, the Vice Chairman and the Executive Director of the Authority, or any of them, are hereby authorized to execute any other document or take any other action which may be necessary or desirable to consummate the transaction described herein, including execution of any certifications requested by the Underwriter or Bond Counsel.




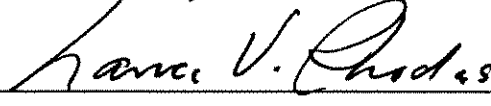
**Section 11.** The Authority hereby authorizes the use of a signature stamp of the Chairman or Vice Chairman and the Executive Director (the "Authorized Signatories") on all documents (excluding the IRS Form 8038-G) necessary or desirable in connection with the issuance of the Bonds. Each Authorized Signatory may authorize, in a writing executed with a manual signature, Authority Counsel or any other person to affix a stamp of such Authorized Signatory's signature to the Bond Documents or any other documents, such delegation and authorization shows the approval of such Authorized Signatory and the Authority agrees to be bound by any document executed in such manner.

**Section 12.** The provisions of this Resolution and the Bond Documents shall constitute a contract binding on the Authority, and after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which would adversely affect the rights of any Bond holder so long as any of the Bonds or the interest thereon remain unpaid.



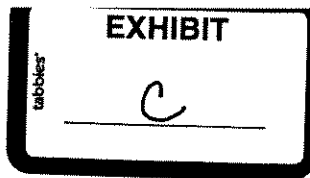
This resolution adopted on this 13<sup>th</sup> day of December, 2006.

INDIANA HEALTH AND EDUCATIONAL  
FACILITY FINANCING AUTHORITY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
Daniel R. Kramer, Executive Director



**RESOLUTION AUTHORIZING THE ISSUANCE OF THE  
INDIANA HEALTH AND EDUCATIONAL FACILITY FINANCING AUTHORITY  
EDUCATIONAL FACILITIES REVENUE REFUNDING BONDS, SERIES 2007  
(UNIVERSITY OF INDIANAPOLIS PROJECT)  
IN A PRINCIPAL AMOUNT NOT TO EXCEED  
TWELVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS,  
AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO**

**WHEREAS**, the Indiana General Assembly enacted Indiana Code 5-1-16 and Indiana Code 20-12-63, each as supplemented and amended (together, the "Act"), which created the Indiana Health and Educational Facility Financing Authority (the "Authority") which is empowered to issue bonds for the purpose (among other things) of making loans to private institutions of higher education within the State of Indiana for the financing, reimbursing or refinancing of all or any part of the cost of educational facilities (as such terms are defined in the Act); and

**WHEREAS**, the University of Indianapolis, an Indiana nonprofit corporation (the "Borrower"), a private institution of higher education within the meaning of the Act, has requested that the Authority issue its Educational Facilities Revenue Refunding Bonds, Series 2007 (University of Indianapolis Project) in an aggregate principal amount not to exceed \$12,250,000 (the "Bonds") and loan the proceeds of the Bonds to the Borrower for the purposes of (1) financing the advance refunding of all or a portion of the Indiana Educational Facilities Authority Educational Facilities Revenue Bonds, Series 1999 (University of Indianapolis Project), dated July 8, 1999 and issued in the original aggregate principal amount of \$12,000,000, and presently outstanding in the aggregate principal amount of \$12,000,000 (the "Prior Bonds"), and (2) paying certain costs of issuing the Bonds; and

**WHEREAS**, the issuance and sale of the Bonds and the loan of the proceeds thereof to the Borrower for the purpose of the advance refunding of all or a portion of the Prior Bonds will lower the cost of education and therefore be to the public benefit and good of the people of the State of Indiana; and

**WHEREAS**, the Authority desires to issue the Bonds and loan the proceeds to the Borrower for purpose of the advance refunding of all or a portion of the Prior Bonds; and

**WHEREAS**, the Bonds shall be issued and sold under a Trust Indenture (the "Indenture") between the Authority and The Bank of New York Trust Company, N.A. (the "Trustee"), which provides that the Bonds shall be secured by a Series 2007 Note (the "Note"), in like principal amount, to be issued by the Borrower under a Loan Agreement (the "Loan Agreement") between the Authority and the Borrower, which Loan Agreement shall evidence a loan of the proceeds of the Bonds from the Authority to the Borrower; and

**WHEREAS**, the Bonds will be sold pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") among the Authority, the Borrower and RBC Dain Rauscher Inc. d/b/a RBC Capital Markets (the "Underwriter"); and

**WHEREAS**, certain proceeds of the Bonds, as necessary to effectuate the advance refunding of all or a portion of the Prior Bonds, will be deposited in an escrow fund held by The Bank of New York Trust Company, N.A. (the "Escrow Trustee") pursuant to an Escrow Agreement (the "Escrow Agreement") among the Authority, the Borrower, the Escrow Trustee, and The Bank of New York Trust Company, N.A. (successor to Fifth Third Bank, Indiana) (the "Prior Trustee"); and

**WHEREAS**, the Underwriter will utilize a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Official Statement") in connection with the marketing of the Bonds; and

**WHEREAS**, the Authority has determined, in accordance with Indiana Code 5-1-16-9, that it is in the best interest of the Authority to provide direction to the Borrower concerning the identity of individuals who are authorized to bind the Authority to contractual commitments with the use of signature stamps; and

**WHEREAS**, the Authority desires to authorize its Chair, Vice Chair or Executive Director to take certain actions in preparation for marketing, issuing and selling the Bonds;

**NOW, THEREFORE, BE IT RESOLVED by the members of the Authority that:**

**Section 1.** Based solely on the application of the Borrower, the Authority hereby finds that (i) the Borrower is an eligible private institution of higher education within the State of Indiana, within the meaning of the Act; (ii) the projects being refinanced as a result of the advance refunding of all or a portion of the Prior Bonds constitute educational facilities for a private institution of higher education, within the meaning of the Act; (iii) the provisions of the Indenture are consistent with the requirements of the Act; (iv) based on the representations of the Borrower, the revenues and income available and to become available to the Borrower for repayment of the loan and interest thereon, when due, are reasonably sufficient therefore; and (v) the proceeds of the Bonds will not exceed the amount needed to finance the advance refunding of all or a portion of the Prior Bonds, together with costs of issuance.

**Section 2.** Bonds in an aggregate principal amount not to exceed \$12,250,000 are hereby authorized to be issued under and pursuant to the Act and the proceeds thereof loaned to the Borrower for the purpose of financing the advance refunding of all or a portion of the Prior Bonds, as well as the other purposes described above; provided, that the appropriate actions are taken pursuant to the Act, the Internal Revenue Code of 1986, as amended, and applicable securities laws as may be required to implement the aforesaid financing and that all of the foregoing shall be mutually acceptable to the Authority and the Borrower.

**Section 3.** The forms of the Bonds, the Indenture, the Loan Agreement, the Escrow Agreement and the Bond Purchase Agreement (all collectively known as the "Bond Documents") and the Preliminary Official Statement presented to the Authority are hereby approved and are incorporated herein by reference and shall be kept by the Executive Director of the Authority.

**Section 4.** The Authority shall issue the Bonds for the purposes set forth in Section 1 hereof, in an aggregate principal amount not to exceed \$12,250,000, with an Underwriter's discount not to exceed two percent (2%) of the aggregate principal amount of the Bonds, and reflecting any original issue discount or bond premium. The Bonds shall bear tax-exempt interest at fixed rates as described in the Bond Documents, and will be subject to the redemption terms described in the Bond Documents, as such Bond Documents shall be approved by the Chair or Vice Chair. The proceeds of the Bonds shall be loaned to the Borrower to be used as more particularly set out in the Bond Documents. The Bonds will be payable as to principal, premium, if any, and interest from the payments to be made by the Borrower under or as otherwise provided in the Bond Documents. The Bonds shall mature no later than fifteen (15) years from the date of initial issuance, and shall be in such fully registered form, shall be in such denominations and shall be payable at such places as are set forth in the Indenture, as the Indenture shall be approved by the Chair or Vice Chair.

**Section 5.** The issuance of the Bonds shall be contingent upon receipt of the approval of the Lt. Governor of the State of Indiana pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The Bonds shall not constitute a debt of the State of Indiana or any political subdivision thereof, within the meaning of the provisions of the constitution or statutes of Indiana, or a pledge of the faith and credit of the Authority or the State of Indiana or any such political subdivision.

**Section 6.** The Borrower will indemnify and hold the Authority, its members and the State of Indiana, including its officers, attorneys, employees and agents, free and harmless from any loss, claim, damage, tax, penalty, liability, disbursement, litigation expenses, attorneys' fees and expenses or court costs arising out of, or in any way relating to, the execution or performance of the Bond Documents, the Preliminary Official Statement or the Official Statement or any other documents in connection therewith or any other cause whatsoever pertaining to the Prior Projects, the Bonds or the advance refunding of all or a portion of the Prior Bonds, including the issuance and sale of the Bonds or failure to issue or sell the Bonds, actions taken under the Bond Documents or any other cause whatsoever pertaining to the Prior Projects, the Bonds, or the advance refunding of all or a portion of the Prior Bonds, all as further described in the Loan Agreement, except in any case as a result of the intentional misrepresentation or willful misconduct of the Authority.

**Section 7.** Either the Chair or Vice Chair of the Authority is hereby authorized and directed to execute the Bonds and the Executive Director of the Authority is hereby authorized and directed to affix the seal of the Authority, which shall be attested by the manual or facsimile signature of the Executive Director. The signatures of the Chair or Vice Chair and the Executive Director of the Authority on the Bonds may be facsimile signatures affixed in accordance with Section 11 below. The Chair or Vice Chair of the Authority is hereby authorized and directed to deliver the Bonds to the Trustee for appropriate authentication and the Trustee may deliver such Bonds to or at the direction of the Underwriter upon receipt of an aggregate purchase price equal to the principal amount of the Bonds less Underwriter's discount in an amount not to exceed two percent (2%) of the principal amount of the Bonds, and reflecting any original issue discount or bond premium, subject to the approval of the Chair or Vice Chair as described in Section 4 hereof and the approval of the Lieutenant Governor of Indiana in accordance with Section 147(f) of the Code as described in Section 5 hereof.

**Section 8.** Either the Chair or the Vice Chair of the Authority is hereby authorized to approve the delivery of a final Official Statement in substantially the form presented at this meeting, with such changes in form or substance as the officer approving delivery of such final Official Statement shall approve, such approval being conclusively evidenced by the execution thereof; and the printing and distribution of the Preliminary Official Statement in substantially the form presented to this meeting to prospective purchasers of the Bonds is hereby authorized and approved, and either the Chair or the Vice Chair of the Authority is hereby authorized and directed to deem the Preliminary Official Statement final as of its date.

**Section 9.** Either the Chair or Vice Chair of the Authority is hereby authorized and directed to execute (by manual or facsimile signatures affixed in accordance with Section 11 below), and the Executive Director to attest such signature where appropriate (by manual or facsimile signatures affixed in accordance with Section 11 below), and deliver the Indenture, the Loan Agreement and the Escrow Agreement, and an endorsement and assignment of the Note, in substantially the forms presented to this meeting with such changes in form or substance as shall be approved by the Chair or Vice Chair of the Authority executing said documents, with such execution to constitute conclusive evidence of the Chair's or Vice Chair's approval and the Authority's approval of any changes from or revisions to the form of such documents now before this meeting. The Chair, Vice Chair or Executive Director of the Authority is hereby authorized and directed to execute (by manual or facsimile signatures affixed in accordance with Section 11 below) and deliver the Bond Purchase Agreement, in substantially the form presented to this meeting, with such changes in form or substance as shall be approved by the Chair, Vice Chair or Executive Director of the Authority executing the Bond Purchase Agreement, with such execution to constitute conclusive evidence of the Chair's, Vice Chair's or Executive Director's approval and the Authority's approval of any changes from or revisions to the form of the Bond Purchase Agreement now before this meeting.


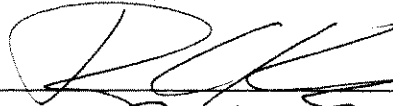

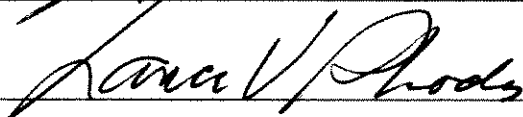
**Section 10.** The Chair, the Vice Chair and the Executive Director of the Authority, or any of them, are hereby authorized to execute any other document or take any other action which may be necessary or desirable to consummate the transaction described herein, including execution of any certifications requested by the Underwriter or Bond Counsel.

**Section 11.** The Authority hereby authorizes the use of a signature stamp of the Chair or Vice Chair and the Executive Director (the "Authorized Signatories") on all documents (excluding the IRS Form 8038) necessary or desirable in connection with the issuance of the Bonds. Each Authorized Signatory may authorize, in a writing executed with a manual signature, Authority Counsel or any other person to affix a stamp of such Authorized Signatory's signature to the Bond Documents or any other documents, such delegation and authorization showing the approval of such Authorized Signatory, and the Authority agrees to be bound by any document executed in such manner.

**Section 12.** The provisions of this Resolution and the Bond Documents shall constitute a contract binding on the Authority, and after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which would adversely affect the rights of any Bondholder so long as any of the Bonds or the interest thereon remain unpaid.

This resolution adopted on this 13<sup>th</sup> day of December, 2006.

INDIANA HEALTH AND EDUCATIONAL  
FACILITY FINANCING AUTHORITY

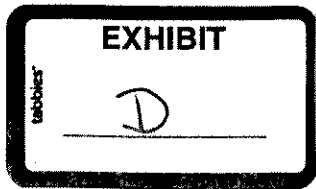
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

  
Daniel R. Kramer, Executive Director

**BOND PROGRAM MATRIX**

Program	Program Parameters	Application Fee	Closing Fee	Annual Fee	Volume Cap(1)	Issuer Counsel Fee(2)
IHEFFA Health Bonds	no size limit	\$3,000	10 bp (Max \$30,000)	N/A	N/A	\$5,000 to \$10,000
IHEFFA Ed Bonds	no size limit	\$3,000	10 bp (Max \$30,000)	N/A	N/A	\$5,000 to \$10,000
Health 1985 Pool Loan	no size limit	\$3,000	N/A	N/A	N/A	0
Health Direct Purchase (Small Bond)	up to \$3,000,000	\$3,000	N/A	N/A	N/A	0
1. Above \$3,000,000 is \$1,000. \$3,000,000 and below is \$500.						
2. Multi-state, multi-authority, multi-series and faith-based deals may be up to \$10,000.						



**INDIANA FINANCE AUTHORITY OR INDIANA HEALTH AND EDUCATIONAL FACILITY FINANCING**  
**AUTHORITY**  
**(AS APPLICABLE, THE "AUTHORITY")**  
**TAX-EXEMPT BOND PROGRAM PROCEDURES**

A. Deadlines

1. All Bond applications must be received in the Authority offices by 5:00 P.M. four (4) weeks prior to the regularly-scheduled Authority Board meeting (the "Meeting") at which the entity applying (the "Applicant") desires to be considered. Please submit three (3) hard copies of the application and all supporting documentation. Bond Counsel should contact the Authority prior to submitting an application to discuss their request and to confirm dates and deadlines. This deadline is applicable for preliminary and final approvals.
2. Bond documents must be distributed by Bond Counsel in time for Issuer's Counsel to review and deem them in "substantially final form" at the Meeting. Initial drafts of bond documents and final versions of the resolution and Meeting minutes must be received in email by the Authority no later than two (2) weeks prior to the Meeting at which final approval of the transaction is sought. Please note the resolutions and minutes will be signed by the Authority at the Meeting and there is no need for bond counsel to bring copies to the Meeting.
3. Bond Counsel and a representative of the Applicant involved with the project must attend all Meetings related to the approval. Contact the Authority for exception requests.
4. The Authority prefers to approve bond transactions in one Meeting. However, the Authority will grant requests for consideration of a preliminary or inducement resolution prior to that of a final resolution when necessary. Bond Counsel should contact the Authority to discuss such a request. All requests must still comply with the four (4) week deadline requirement for both Meetings.
5. The Authority requires that all bond deals have a rating, credit enhancement, or be directly purchased by a Bank or other financial institution. Exceptions to this policy may be made by the Authority at the time of the Meeting in which the related deal is approved.

B. Fees

1. A **non-refundable** \$3,000 application fee, payable to the Authority, must accompany the application.
2. The Authorities' General Counsel will either serve as Issuer's Counsel or the Authority will select outside counsel in certain circumstances. There will be a fee of \$5,000 (or \$10,000 for multi-state (applicable to bonds issued under IC 5-1-16 only), multi-authority (also applicable to bonds issued under IC 5-1-16 only), multi-series and faith-based deals). The Applicant is responsible for paying Issuer's Counsel fees relating to the project. Small Bonds will not be charged an Issuer's Counsel fee. The Applicant may choose its own Indiana Bond Counsel (listed in the Red Book under Indiana) and finance team. Some exceptions may be made for multi-state deals or refunding only transactions. Contact the Authority if you are requesting an exception. The Issuer's Counsel fee is due at closing or at which time the deal will not proceed to closing. Please note there may be additional fees and these fees are subject to change when other factors may be present.
3. A closing fee of 10 basis points, payable to Authority, is due at closing (maximum fee \$30,000 per issuance). Small Bonds (those under \$3 million) will not be charged a 10 basis point closing fee. This fee will not be payable if the deal does not close.



## C. Application Package (due four (4) weeks prior to meeting)

1. Completed application;
  2. Draft distribution list for transaction;
  3. Draft transaction timeline including estimated closing date;
  4. Applicant's and, if applicable, lessee's certified or signed balance sheet, income statement and cash flow statement for each of the preceding three (3) fiscal years;
  5. Draft resolution for consideration at the Meeting (see sample forms);
  6. Draft TEFRA notice (proof of publication must be sent to Issuer's Counsel when available);\* ~
  7. Draft minutes of the TEFRA hearing, which hearing will normally occur at 10:00 A.M. the morning of the Meeting at which the Applicant desires to be considered;~
  8. Draft excerpts of minutes of the Meeting;
  9. **IFA ONLY** - Report to plan commission (see forms), signed by a representative of the Applicant;\* ~
  10. **SMALL BOND ONLY** -- Letter of commitment from the bank purchasing bonds or other Document evidencing an agreement between bank and Applicant;~
  11. **501(c)(3) BOND ONLY** -- 501(c)(3) IRS Determination Letter;
  12. **MANUFACTURING AND EXEMPT FACILITIES ONLY** - Applicants are encouraged to submit letters of support for a given project from local officials and economic development organizations;~
  13. **SOLID WASTE AGRICULTURAL ONLY** - These transactions have additional requirements. Please contact the Authority eight (8) weeks prior to Meeting.
- \* Please note that Bond Counsel is responsible for submitting both the TEFRA notice for publication and the report to Plan Commission to the applicable Plan Commission.

~ Please note that these items are only required in an application package for a final resolution.

## D. Closing Documents

1. All signature pages to closing documents must be delivered to Cindy Pierson in the Authority offices no later than seven (7) days prior to closing.
2. Document name must be on the actual signature pages and one substantially final form of the related document must be attached to the signature pages.
3. Up to four (4) original signature pages will be executed -- please do not send additional signature pages.
4. For the IFA, Charles E. Schalliol as Chairman and Ryan C. Kitchell as the Public Finance Director of the State of Indiana are the signators.

5. For the IHEFFA, Ryan C. Kitchell as Vice-Chairman and Daniel R. Kramer as Executive Director are the signators.
6. Signature stamps will be used so a special certificate is needed (see forms). Please make sure all Authority documents are listed on the related attachment. Please note this item may change if the Authority adopts a general resolution approving the use of signature stamps.
7. Authority documents do not usually require a notary. Please mention to Issuer's Counsel if you will have a Document requiring notarization.
8. A notice of issuance (see forms) along with the corresponding fees will be due at the time of closing. An invoice will usually be submitted by the Authority along with the completed signature packet.

Revised 1-2007 I/IFA One North Capitol/Bond Related/Bond Application Procedures/Bond Application Procedures